

AG Contract No. KR97-0928TRN
ADOT ECS File No. JPA 97-51
Project: NH-10-3()/H4519 01C
Section: I-10, 7th Street TI - EB On-Ramp
Roadway Improvements

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

80322

THIS AGREEMENT is entered into 10 October, 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and Chapter 2, Section 2 and Chapter 4, Section 2, of the Phoenix City Charter to enter into this agreement and has by resolution/ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's widening project of the Eastbound (EB), on-ramp at 7th Street and I-10, the City desires to provide a second right turn lane from 7th Street Northbound (NB) onto I-10 EB, to accommodate downtown entertainment venues (the Arena, Bank One Ballpark, Herberger Theater, etc.) during peak events, herein referred to as the "Project". Traffic control would shut down the second Southbound (SB) left turn lane and the second NB right turn lane would be opened up with traffic control and policemen providing enforcement for the safety and benefit of the traveling public. Cost estimate attached hereto and made a part hereof as Exhibit "A".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 21957
Filed with the Secretary of State
Date Filed: 10/07/97
Betty Bayless
Secretary of State
By: Wicky Haenwood

II. SCOPE OF WORK

1. The State will:

- a. Call for bids, administer construction and make all payments to the contractor. Be responsible for any contractor claims for extra compensation on the State's project.
- b. Be responsible for modifications to the sign structure across 7th Street and the modifications to the island at the gore of the interchange.
- c. Provide construction engineering during construction of the Project, and upon completion, approve and accept the Project on behalf of the parties hereto.
- d. Upon execution of this agreement, invoice the City \$90,000 for the estimated cost of the City's portion of the Project.
- e. Upon completion of the Project, invoice the City for the actual cost of the City's portion of the Project, including 14% for contingencies and construction engineering.
- f. Review and provide comments during the development of the City's typical Traffic Control Plan to be used during peak events.

2. The City will:

- a. Acquire the necessary right of way, an estimated 0.0593 acres, at no cost to the State.
- b. Develop a typical Traffic Control Plan, to be used during peak events. This plan will be developed with input from the State and sealed by an Arizona Registered Professional Engineer.
- c. Be responsible for actual costs associated with widening the second right turn lane at 7th Street NB to I-10 and widening the sign structure affected by the 7th Street widening, (which includes new foundation and extension), estimated at \$90,000.
- d. Be responsible for the maintenance of the traffic control devices, used to block off the second right turn lane for the majority of the time when not in use.
- e. Be responsible for all materials, personnel (i.e. City of Phoenix Police and off duty Department of Public Safety officers) and costs associated with traffic control during the peak events.
- f. Upon execution of this agreement, and receipt of an invoice, pay the State \$90,000 for the estimated cost of the City's portion of the Project.
- g. Upon completion of the Project, reimburse the State for the actual cost of the Project including, 14% for contingencies and construction engineering.
- h. Provide the State with a temporary construction easement (TCE) for the State to construct the City's portion of the Project.
- i. Be responsible for any Project related contractor claims for extra compensation on the City's portion of the Project related to improvements on 7th Street.

j. Upon completion and acceptance of the work by the State, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and final payment is made to the State; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract change order, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
200 W. Washington - 5th floor
Phoenix, AZ 85003-1611

Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

By 

JAMES H. MATTESON, Director
Street Transportation Department

STATE OF ARIZONA
Department of Transportation

By 

A. WAYNE COLLINS
Deputy State Engineer

ATTEST

By 

VICKY MIEL
City Clerk

97-051 doc
07jul97

1997 SEP -8 AM 8:43
CITY CLERK DEPT.

RESOLUTION

BE IT RESOLVED on this 24th day of April 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to provide a second right turn lane from 7th Street Northbound (NB) onto I-10 Eastbound (EB), to accommodate downtown entertainment venues during their big events.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

for 
LARRY S. BONINE
Director

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 13th day of August, 1997.

Michael D. Hume

ACTING City Attorney
DLB

EXHIBIT "A"

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
COP Cost Estimate					
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L.FT.	538	3.00	\$1,614.00
2020026	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ. YD	2690	3.00	\$8,070.00
2020031	REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT	SQ. YD.	180	10.00	\$1,800.00
2050001	GRADING ROADWAY FOR PAVEMENT	SQ. YD.	0	10.00	\$0.00
2070001	DUST PALLIATIVE	M.GAL.	0.5	11.00	\$1,980.00
3030022	AGGREGATE BASE, CLASS 2	CU. YD.	48	25.00	\$1,191.67
4010009	PORTLAND CEMENT CONCRETE PAVEMENT (9")	SQ. YD.	0	35.00	\$0.00
4040125	FOG COAT	TON	1	300.00	\$300.00
4040163	BLOTTER MATERIAL	TON	1	75.00	\$75.00
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	152	75.00	\$11,400.00
5012912	PIPE CULVERT, 12"	L.FT.	75	75.00	\$5,625.00
5012924	PIPE CULVERT, 24"	L.FT.	20	80.00	\$1,600.00
5030035	CONCRETE CATCH BASIN (C-15.20) ONE 6' WING, H=8' OR LESS	EACH	3	3,000.00	\$9,000.00
5030141	CONCRETE CATCH BASIN (MEDIAN)	EACH	0	3,500.00	\$0.00
6060069	BRIDGE SIGN STRUCTURE(TAPERED TUBE, SINGLE BEAM)(MODIFY)	EACH	1	7,500.00	\$7,500.00

I-10: 7th St. TI / EB On-RAMP
DETAILED / COMBINED COST ESTIMATE

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
6060080	FOUNDATION FOR BRIDGE SIGN STRUCTURE	EACH	1	3,000.00	\$3,000.00
6080101	MISCELLANEOUS WORK (SIGNS)	L.SUM	1	200.00	\$200.00
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC	L.SUM	0.5	15,000.00	\$7,500.00
7010006	FURNISH AND INSTALL TEMPORARY TRAFFIC CONTROL DEVICES	L.SUM	0.5	5,000.00	\$2,500.00
7078001	TUBULAR MARKERS	EACH	0	50.00	\$0.00
7080001	PERMANENT PAVEMENT MARKING (PAINTED) (WHITE)	L.FT.	375	0.75	\$281.25
7080011	PERMANENT PAVEMENT MARKING (PAINTED) (YELLOW)	L.FT.	500	0.75	\$375.00
7080121	PERMANENT PAVEMENT MARKING (PAINTED SYMBOL) (ARROW)	EACH	2	75.00	\$150.00
7080301	PAINT BULL NOSE	EACH	0	50.00	\$0.00
7320050	ELECTRICAL CONDUIT (2") (PVC)	L.FT.	200	5.00	\$1,000.00
7320410	PULL BOX (NO. 5)	EACH	0	250.00	\$0.00
7320500	CONDUCTOR (NO. 12)	L.FT.	200	0.15	\$30.00
7320520	CONDUCTOR (NO. 8)	L.FT.	200	0.15	\$30.00
7320580	CONDUCTOR (BARE BOND)	L.FT.	200	0.15	\$30.00
8080191	CONTROL VALVE (REMOTE)(REINSTALL)	EACH	0	250.00	\$0.00
8080299	PIPE (PVC) (8") () (SLEEVE)	L.FT.	0	10.00	\$0.00

I-10: 7th St. TI / EB On-RAMP
DETAILED / COMBINED COST ESTIMATE

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
8080321	PIPE (PVC) (1") (SDR 13.5) (CLASS 315)	L.FT.	0	2.00	\$0.00
9010001	MOBILIZATION	L.SUM	0.5	25,000.00	\$12,500.00
9080001	CONCRETE CURB (C-05.10) (TYPE A)	L.FT.	0	10.00	\$0.00
9080085	CONCRETE CURB AND GUTTER ()	L.FT.	538	10.00	\$5,380.00
9080201	CONCRETE SIDEWALK (C-05.20)	SQ.FT.	2,345	2.00	\$4,690.00
9080296	CONCRETE SIDEWALK RAMP ()	EACH	2	500.00	\$1,000.00
9080301	CONCRETE DRIVEWAY (C-05.20)	SQ.FT.	400	2.50	\$1,000.00
9240018	FORCE ACCOUNT WORK (STORM WATER POLLUTION PREVENTION)	L.SUM	0.5	1,000.00	\$500.00
9250001	CONSTRUCTION SURVEYING AND LAYOUT	L.SUM	0.5	3,000.00	\$1,500.00
	SUBTOTAL ROADWAY				\$91,821.92
	ADOT E & C (14%)				\$12,855.07
	TOTAL CONSTRUCTION COST				\$104,676.99

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION REQUESTED Formal Action: Bid Award ☐ License Application ☐ Other ☐
Ordinance ☐ Resolution ☒ Emergency Clause? ☐ N (Y/N)

SUBJECT DISTRICT NO. 8 - AGREEMENT BETWEEN ADOT AND THE CITY OF PHOENIX
FOR IMPROVEMENTS TO THE EASTBOUND ON-RAMP ON I-10 AT 7TH STREET
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY Name: Daniel P. Matthews Phone: 2-4057 WP Doc: _____
Backup being sent under separate cover? (Y/N) _____

RECOMMENDED BY Department Name: Street Transportation
Date Prepared: 08/13/97 Div. Approval: J. Donald Herp, P.E.
Req. Agenda Date: 08/27/97 Dept Approval: Thomas E. Callow/Acting
If prepared for a different department:
Dept. Name/Approval: _____

BID AWARD/ FORMAL ACTION Bid Bond Required? ☐ Performance Bond Required? ☐
Submitted By Low Bidder? ☐ Amount? \$ _____
Contract Required? ☐ Requisition No. _____
Contract Amendment? ☐ Current Contract No: _____
Approved by: Ord. ☐ FA ☐ on Date: _____

BUDGET INFORMATION \$ 105,000 To Be Encumbered? ☐ N (Y/N)
Fiscal Year? _____
Source of Funds: Arizona Highway User Revenue Funds
Index Code (s): P-970343
Subobject(s): 4702
Availability of Funds Approval: Cecile Pettie

CITY MANAGER'S OFFICE

Approved by: George Britton 8/19/97 C.M Control Number 117

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-2766/6105 RCA Number: 21312
Ordinance Number: _____ Resolution Number: 18963
AGENDA ACTION This item was: Adopted
Contract Number (if applicable): 80322
Comments: _____

COUNCIL SUPPORT Agenda Date: 8/27/97 ITEM NUMBER: 115

DISTRICT NO. 8 - AGREEMENT BETWEEN
ADOT AND THE CITY OF PHOENIX FOR
IMPROVEMENTS TO THE EASTBOUND ON-
RAMP ON I-10 AT 7TH STREET

Request to authorize the City Manager to enter into an agreement with the State of Arizona through the Arizona Department of Transportation (ADOT) for improvements to the eastbound on-ramp on I-10 at 7th Street by adding a second right-turn lane.

The City of Phoenix has requested that the State of Arizona provide a second right-turn lane from 7th Street Northbound onto I-10 Eastbound to accommodate downtown entertainment venues during peak events. The total estimated cost of this project, including 14 percent for contingencies and construction engineering, is \$105,000.

The State will design, bid, and construct this work and will invoice the City upon execution of this agreement for \$90,000. Upon completion of the project, the State will invoice the City for the remainder of the actual cost of the City's portion of the project.

The City will acquire the necessary right-of-way at no cost to the State. The City will reimburse the State within 30 days after receipt of invoices for the actual cost of design, construction, and 14 percent for construction engineering and administration.

These improvements were identified through the Downtown Circulation Study conducted by the City to deal with the increased traffic downtown being generated by the activity at the cultural and entertainment venues.

Street

RESOLUTION NO. 18963

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE STATE
OF ARIZONA FOR IMPROVEMENTS TO THE
EASTBOUND ON-RAMP ON INTERSTATE 10 AT
SEVENTH STREET.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as
follows:

SECTION 1. That the City Manager be, and is hereby authorized, to enter into an agreement with the State of Arizona providing for improvements to the eastbound on-ramp on Interstate 10 at Seventh Street. The improvements add a second right turn lane. The State will design, bid and construct the improvements and will submit an invoice to the City in the amount of NINETY THOUSAND DOLLARS (\$90,000.00) upon execution of the agreement. Upon completion of the project, the State will submit an invoice to the City for the City's share of the remaining cost to complete the improvements. The City will acquire the necessary right of way for the improvements at no cost to the State.

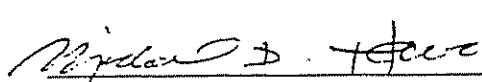
PASSED by the Council of the City of Phoenix this 27th day of August,
1997.


MAYOR

ATTEST:

Vicky Mue City Clerk

APPROVED AS TO FORM:

 **ACTING**
City Attorney

REVIEWED BY:

 **ASSISTANT**
City Manager

DLE:rh:::ODMA\SOFTSOL\311\NATRES\24330

my
1997 AUG 26 PM 2:13
CITY CLERK



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

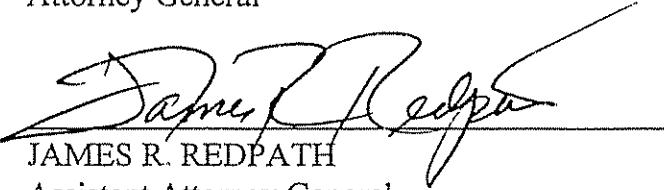
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0928TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED September 29, 1997.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/7904

Enc.